

79-24

MAINTENANCE

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF LAKE HAVASU (CITY)

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF LAKE HAVASU (CITY), hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include,

5746
FILED IN SECRETARY OF STATE
DATE FILED 10-9-79
Rose
Secretary of State

Sheet 1

but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following location:

SR 95 and Mesquite Avenue

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1980, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

5. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State Highways which traverse within the boundaries of the CITY.

6. It is understood that the list of location(s) set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.


7. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

8. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

9. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of July, 1979, but in no event prior to its being filed with the Secretary of State.


10. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer
Date: 9/7/79

CITY OF LAKE HAVASU (CITY)

ATTEST:


City Clerk, ANN R. SAYNE
Date: AUGUST 21, 1979


By: 
GENE PINTO
Title: LAKE HAVASU CITY MAYOR
Date: AUGUST 21, 1979

EXHIBIT "C"

LETTER ADDENDUM

In accordance with paragraph 6 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF LAKE HAVASU (CITY) consummated on 10/9/79 it is agreed by both parties that the following location(s) be added to or deleted from, the existing list of locations to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: [Signature]
Chief Deputy State Engineer

Date: 9/7/79

CITY OF LAKE HAVASU (CITY)

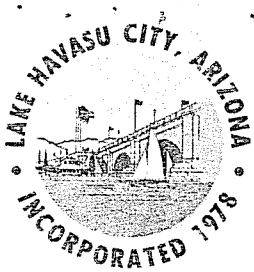
By: [Signature]
GENE PINTO

Title: LAKE HAVASU CITY MAYOR

Date: AUGUST 21, 1979

ATTEST:

[Signature]
City Clerk, Ann R. Sayne



LAKE HAVASU CITY

P.O. BOX 70, LAKE HAVASU CITY, ARIZONA 86403

CITY COUNCIL


GENE PINTO, MAYOR
MARCUS D. BANNERMAN
EDWARD P. BRADY
NILES 'ED' DAVIS
R. JOYCE HARMAN
RUTH B. MILLS
JAMES S. ROSENSWEET

Excerpt from page 53 of Lake Havasu City Council Meeting Minutes of
February 28, 1979

. Maintenance Agreement Between Lake Havasu City & A.D.O.T.

Mayor Pinto advised that a Maintenance Intergovernmental Agreement had been received from the Arizona Department of Transportation between Lake Havasu City and A.D.O.T. The City is to supply the energy to the traffic signal at Highway 95 and Mesquite, and the A.D.O.T. will maintain the signal. Motion was made by Councilman Cauley that the City enter into the Intergovernmental Agreement with the Department of Transportation. The motion was seconded by Councilman Creason and unanimously carried. The Mayor and the City Clerk were authorized to execute the agreement on behalf of the City and return it to the Department of Transportation.

I hereby certify that the foregoing is a full, true and correct excerpt from the Minutes of the Lake Havasu City Council Meeting of February 28, 1979.


Ann R. Sayne, City Clerk



LAKE HAVASU CITY

P.O. BOX 70, LAKE HAVASU CITY, ARIZONA 86403
(602) 855-1201

CITY COUNCIL
GENE PINTO - Mayor
EDWARD P. BRADY
RICHARD J. CAULEY
PATRICIA W. CREASON
RAYMOND W. CREASON
SAMUEL C. NICHOLS
RICHARD D. STEPHENS

Office of the City Attorney
Area Code 602 - 855-2173

February 27, 1979

RECEIVED FEB 28 1979

Mayor Gene Pinto
Post Office Box 70
Lake Havasu City, AZ 86403

Dear Mayor Pinto:

I have reviewed the Maintenance Intergovernmental Agreement between the State of Arizona and the City of Lake Havasu (City) forwarded to me by you and attached to this letter.

The proposed Agreement is in proper form and under the laws of the State of Arizona this city is authorized to enter into this Agreement.

Very truly,

Don Biehn
City Attorney
DB/lme
Enclosure

RECEIVED
FEB 28 1979
CITY ATTORNEY
OFFICE



OFFICE OF THE
Attorney General
1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
~~XXXXXXXXXXXX~~
ATTORNEY GENERAL

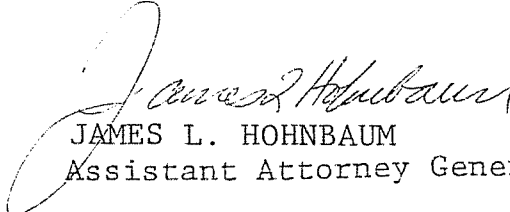
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 79-699 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 12TH day of September, 1979.

ROBERT K. CORBIN
Attorney General


JAMES L. HOHNBAUM
Assistant Attorney General